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02-19-2002

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RECO

TR 101985327

DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Smarte Carte, Inc.
- a Delaware corporation

2-5-02

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State
☐ Other

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: January 16, 2002

2. Name and address of receiving party(ies)

Name: Wells Fargo Bank, National Association as Administrative Agent

Internal

Address:

Street Address: 201 Third Street, 8th Floor

City: San Francisco State: CA Zip: 94103

☐ Individual(s) citizenship☒ Association United States☐ General Partnership☐ Limited Partnership☐ Corporation-State☐ Other

If assignee is not domiciled in the United States, a domestic
representative designation is attached: ☐ Yes ☒ No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,126,672

2,264,167

1,923,545

Additional number(s) attached ☐ Yes ☒ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Amy Golden, Esq.

Internal Address:

O'Melveny & Myers LLP

Embarcadero Center West

Street Address: 275 Battery Street

25th Floor

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

500639

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy Golden, Esq.

Name of Person Signing

Signature

2/4/02

Date

Total number of pages including cover sheet, attachments, and document:

5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

02/15/2002 AWNED1 00000145 1126672

01 FC:481

02 FC:482

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REEL: 002444 FRAME: 0511

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, Smarte Carte Corporation, a Delaware corporation ("**Company**"), has entered into a Credit Agreement dated as of April 8, 1999, (said Credit Agreement, as it may heretofore have been and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "**Credit Agreement**"; capitalized terms defined therein and not otherwise defined herein being used herein as therein defined) with SMC Holdings Corp., a Delaware corporation, the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and Wells Fargo Bank, National Association, as administrative agent for the Lenders (in such capacity, "**Secured Party**"), pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more Interest Rate Agreements (collectively, the "**Lender Interest Rate Agreements**") with one or more Lenders or their Affiliates (in such capacity, collectively, "**Interest Rate Exchangers**"); and

WHEREAS, pursuant to the terms of a Pledge and Security Agreement dated as of April 8, 1999 (as amended, supplemented or otherwise modified from time to time, the "**Pledge and Security Agreement**"), among Smarte Carte, Inc. ("**Grantor**"), Secured Party and the other grantors named therein, Grantor has agreed to create in favor of Secured Party a secured and protected interest in, and Secured Party has agreed to become a secured creditor with respect to, the Trademark Collateral (as defined below);

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Pledge and Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

all right, title and interest (including rights acquired pursuant to a license or otherwise but only to the extent permitted by agreements governing such license or other use) in and to all trademarks, service marks, designs, logos, indicia of origin, tradenames, trade dress, corporate names, company names, business names, fictitious business names, and/or other source and/or business identifiers owned by or licensed to such Grantor, or hereafter owned by or licensed to such Grantor and used by such Grantor, in its business (including the trademarks specifically identified on Schedule A) (collectively, the "**Trademarks**"), all registrations and applications for registration that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including the registrations and applications specifically identified in Schedule A, but excluding any Intent-to-Use

Application prior to the filing and acceptance of a Statement of Use or an Amendment to Allege Use) (the “**Trademark Registrations**”), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries (the “**Trademark Rights**”), and all goodwill of such Grantor’s business symbolized by the Trademarks and associated therewith (the “**Associated Goodwill**”); and

all proceeds, products, rents and profits of or from any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof), or any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term “**proceeds**” includes whatever is receivable or received when Trademark Collateral or proceeds are sold, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Pledge and Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 16th day of January, 2007.

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SMARTE CARTE, INC.

By:

Garet S. Pegg

Name:

Garet S. Pegg

Title:

Exec. Vice Pres.

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

<u>Registered Owner</u>	United States <u>Trademark</u> <u>Description</u>	Registration <u>Number</u>	Registration <u>Date</u>
Smarte Carte, Inc.	SMARTECARTE	1126672	11/13/79
Smarte Carte, Inc.	SMARTE PLANNER	2,264,167	7/27/99
Smarte Carte, Inc.	SmarteCarte (Stylized)	1923545	10/3/95